

memorandum

Date: April 27, 2005

Subject: Designation of Contracting Officer's Representative for the AMWTP, Contract No. DE-AC07-99ID13727, Bechtel BWXT Idaho, LLC (AS-SSD-AMWTP-05-005)

To: Richard B. Provencher, Assistant Manager
Environmental Management
Idaho Operations Office, MS 1222

Pursuant to DOE O 541.1B, Appointment of Contracting Officers and Contracting Officer's Representatives, and in accordance with the technical direction clause contained in the subject contract, you are hereby designated to act as the Primary Contracting Officer's Representative (COR) in relation to the supplies and/or services to be provided under the subject contract. You must, therefore, familiarize yourself with the requirements of the contract and your responsibilities relative to these requirements. Your duties will consist of the following COR functions:

- A. Monitor Contract Compliance. Ensure that the contractor complies with all technical requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. You should:
1. Inform the Contracting Officer (CO) in writing of any performance failure by the contractor.
 2. Inform the CO if you foresee that the contract will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
 3. Ensure that the government meets its contractual obligations to the contractor. This includes, but is not limited to, furnishing any government property and services specified in the contract, and providing timely government comment on or approval of draft contract deliverables as may be required by the contract.
 4. Inform the CO, in writing, of any necessary changes to the contract as applicable, giving a full explanation of the proposed changes. A written request must be processed through the CO to effect any changes in the scope of work, reporting requirements, or any other part of the contract. If the contractor proposes a change, you are to obtain a written statement to that effect and forward that statement, along with your recommendations, to the CO. Your request should include the estimated

cost of any proposed increase or decrease in the scope of work and the availability of funds. You should ensure that changes in the scope of work, including delivery schedule, are issued by written contract modification by the CO before the contractor proceeds with the changes.

5. Issue technical direction within the limitations set forth in this designation and in accordance with the technical direction clause of the contract. Such technical direction shall be in writing. A copy of all technical direction sent to the contractor will be provided to the CO.
6. Assist the Contractor and Business COR in interpreting the technical requirements of the contract. Immediately report to the CO, in writing, all technical issues which cannot be resolved without increasing costs or changing the contract. Also, immediately report in writing, any issues that cannot be mutually agreed to so that the CO can take action to resolve the issues. Such reports must include the facts pertinent to the issues and the recommended action.
7. Inspect and accept all deliverables within the scope of the contract. Review contract deliverables for unauthorized work.
8. Provide contractor performance reports as requested by the CO.
9. Ensure that requirements and policies of FAR 37.104, Personal Services Contracts, are adhered to and that no employer-employee relationship between government and contractor employees is created.
10. Inform the CO of any potential for or evidence of organizational conflict of interest (OCI) problems. The definition of an OCI is a situation, wherein due to other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. Monitor Administrative and Funds Aspects of the Contract

1. Notify the CO immediately of any indication that the cost to the government for completing performance under the contract will exceed the amount stated in the contract, as applicable.
2. Report any indication that costs are being incurred which are not appropriately chargeable to the contract.
3. Monitor travel under the contract to ensure that the necessity, the number of travelers, and the duration are appropriate.

4. Review and certify the contractor's invoices for payments in relation to the contract and progress reports to determine whether work accomplished is commensurate to payment requested. Questionable costs should be reported promptly to the CO for appropriate resolution.
5. Review the appropriateness of fee or profit claimed.
6. If applicable, approve the annual update to the Detailed Work Plan (DWP).

C. Property Management (as applicable)

1. Review and comment on the contractor's request for government-furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.
2. When requested by the CO, review and comment on the contractor's request for consent to the purchase of supplies, materials, and equipment, that exceed contractor's purchase authority, and forward the request to the CO for disposition.
3. Review and comment on the contractor's lease-purchase analysis or make-buy decisions.
4. Review and comment on the contractor's submitted property management reports.

D. Assist in Close-out of Contract

1. Forward a written statement to the CO attesting to the contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated.
2. In accordance with DOE policies and procedures existing upon close-out, provide any required close-out information to the CO, and make disposition of all records and documents pertinent to the administration of the contract which you retained in your capacity as COR during the period of performance.

E. General

1. As a matter of practice, the COR should prepare a written record of meetings, trips, and telephone conversations relating to the contract. Each record and all correspondence relating to the contract should cite the contract number. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information. The attachment to this designation memo contains specific information regarding this function.

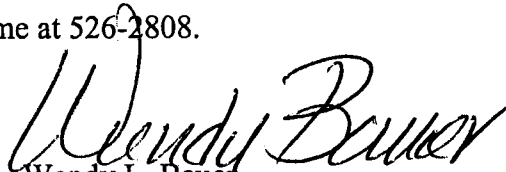
April 27, 2005

2. In performing these responsibilities, you are not authorized to re-delegate any COR responsibility to others; negotiate terms, or make any agreements or commitments with the contractor that involve a change in the scope, price/cost, terms, or conditions of the contract. Only the CO is authorized to modify any term or condition of the contract, or waive any requirement of the contract.
3. It is mandatory that the following statement be included in all written COR direction furnished to your contractor:

"If, in my capacity as a Contracting Officer's Representative (COR), I provide any direction that your company believes exceeds my COR authority, you are to immediately notify the Contracting Officer and request clarification prior to complying."

4. Unless rescinded earlier by the CO, this designation terminates upon closeout of the subject contract.

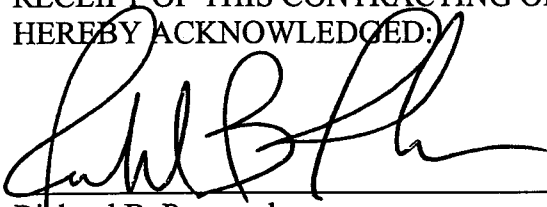
If you have any questions, please contact me at 526-2808.


Wendy L. Bauer
Contracting Officer
Site Services Division

Attachment

cc: Lisa A. Green, Backup COR, MS 1222
Paul B. Keele, Business COR, 1240
Robert L. Green, Security & Emergency Mgmt COR, MS 1170

RECEIPT OF THIS CONTRACTING OFFICER'S REPRESENTATIVE DESIGNATION IS
HEREBY ACKNOWLEDGED:


Richard B. Provencher
Contract No. DE-AC07-99ID13727

4/29/05.
Date

memorandum

Date: April 27, 2005

Subject: Designation of Contracting Officer's Representative for the AMWTP, Contract No. DE-AC07-99ID13727, Bechtel BWXT Idaho, LLC (AS-SSD-AMWTP-05-003)

To: Paul B. Keele, Acting Assistant Manager
Administration Services
Idaho Operations Office, MS 1240

Pursuant to DOE O 541.1B, Appointment of Contracting Officers and Contracting Officer's Representatives, and in accordance with the technical direction clause contained in the subject contract, you are hereby designated to act as the "Business" Contracting Officer's Representative (COR) in relation to the supplies and/or services to be provided under the subject contract. You must, therefore, familiarize yourself with the requirements of the contract and your responsibilities relative to these requirements. Your duties will consist of the following COR functions:

- A. Monitor Contract Compliance. Ensure that the contractor complies with all technical aspects of business-related requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. You should:
1. Inform the Contracting Officer (CO) in writing of any performance failure by the contractor.
 2. Inform the CO if you foresee that the contract will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
 3. Ensure that the government meets its contractual obligations to the contractor. This includes, but is not limited to, furnishing any government property and services specified in the contract, and providing timely government comment on or approval of draft contract deliverables as may be required by the contract.
 4. Inform the CO, in writing, of any necessary changes to the contract as applicable, giving a full explanation of the proposed changes. A written request must be processed through the CO to effect any changes in the scope of work, reporting requirements, or any other part of the contract. If the Contractor proposes a change, you are to obtain a written statement to that effect and forward that statement, along with your recommendations, to the CO. Your request should include the estimated

cost of any proposed increase or decrease in the scope of work and the availability of funds. You should ensure that changes in the scope of work, including delivery schedule, are issued by written contract modification by the CO before the contractor proceeds with the changes.

5. Issue technical direction within the limitations set forth in this designation and in accordance with the technical direction clause of the contract. Such technical direction shall be in writing with concurrence from the Primary COR. A copy of all technical direction sent to the contractor will be provided to the CO and the Primary COR.
6. Assist the Contractor in interpreting the technical requirements of the contract. Immediately report to the CO, in writing, all technical issues which cannot be resolved without increasing costs or changing the contract. Also, immediately report in writing, any issues that cannot be mutually agreed to so that the CO can take action to resolve the issues. Such reports must include the facts pertinent to the issues and the recommended action.
7. Inspect and accept all deliverables within the scope of the contract. Review contract deliverables for unauthorized work.
8. Provide contractor performance reports as requested by the CO.
9. Ensure that requirements and policies of FAR 37.104, Personal Services Contracts, are adhered to and that no employer-employee relationship between government and contractor employees is created.
10. Inform the CO of any potential for or evidence of organizational conflict of interest (OCI) problems. The definition of an OCI is a situation, wherein due to other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. Monitor Administrative and Funds Aspects of the Contract

1. Notify the CO immediately of any indication that the cost to the government for completing performance under the contract will exceed the amount stated in the contract, as applicable.
2. Report any indication that costs are being incurred which are not appropriately chargeable to the contract.
3. Monitor travel under the contract to ensure that the necessity, the number of travelers, and the duration are appropriate.

4. Review and certify the contractor's invoices for payments in relation to the contract and progress reports to determine whether work accomplished is commensurate to payment requested. Questionable costs should be reported promptly to the CO for appropriate resolution.
5. Review the appropriateness of fee or profit claimed.
6. If applicable, approve the annual update to the Detailed Work Plan (DWP).

C. Property Management (as applicable)

1. Review and comment on the contractor's request for government-furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.
2. When requested by the CO, review and comment on the contractor's request for consent to the purchase of supplies, materials, and equipment, that exceed contractor's purchase authority, and forward the request to the CO for disposition.
3. Review and comment on the contractor's lease-purchase analysis or make-buy decisions.
4. Review and comment on the contractor's submitted property management reports.

D. Assist in Close-out of Contract

1. Forward a written statement to the CO attesting to the contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated.
2. In accordance with DOE policies and procedures existing upon close-out, provide any required close-out information to the CO, and make disposition of all records and documents pertinent to the administration of the contract which you retained in your capacity as COR during the period of performance.

E. General

1. As a matter of practice, the COR should prepare a written record of meetings, trips, and telephone conversations relating to the contract. Each record and all correspondence relating to the contract should cite the contract number. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information. The attachment to this designation memo contains specific information regarding this function.

April 27, 2005

2. In performing these responsibilities, you are not authorized to re-delegate any COR responsibility to others; negotiate terms, or make any agreements or commitments with the contractor that involve a change in the scope, price/cost, terms, or conditions of the contract. Only the CO is authorized to modify any term or condition of the contract, or waive any requirement of the contract.
3. It is mandatory that the following statement be included in all written COR direction furnished to your contractor:

"If, in my capacity as a Contracting Officer's Representative (COR), I provide any direction that your company believes exceeds my COR authority, you are to immediately notify the Contracting Officer and request clarification prior to complying."

4. Unless rescinded earlier by the CO, this designation terminates upon closeout of the subject contract.

If you have any questions, please contact me at 526-2808.

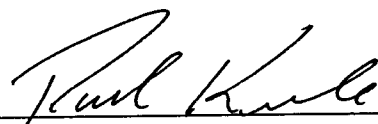


Wendy L. Bauer
Contracting Officer
Site Services Division

Attachment

cc: Richard B. Provencher, Primary COR, MS 1222
Lisa A. Green, Backup COR, MS 1222
Robert L. Green, Security & Emergency Mgmt COR, MS 1170

RECEIPT OF THIS CONTRACTING OFFICER'S REPRESENTATIVE DESIGNATION IS
HEREBY ACKNOWLEDGED:



Paul B. Keele
Contract No. DE-AC07-99ID13727

4-27-05

Date

memorandum

Idaho Operations Office

Date: April 27, 2005

Subject: Designation of Contracting Officer's Representative for the AMWTP, Contract No. DE-AC07-99ID13727, Bechtel BWXT Idaho, LLC (AS-SSD-AMWTP-05-010)

To: Robert L. Green, Director
Security and Emergency Management Division
Idaho Operations Office, MS 1170

Pursuant to DOE O 541.1B, Appointment of Contracting Officers and Contracting Officer's Representatives, and in accordance with the technical direction clause contained in the subject contract, you are hereby designated to act as the Contracting Officer's Representative (COR) for technical monitoring of the functional areas related to security and emergency management as required under the subject contract. You must, therefore, familiarize yourself with the requirements of the contract and your responsibilities relative to these requirements. Your duties will consist of the following COR functions:

- A. Monitor Contract Compliance. Ensure that the contractor complies with all technical aspects of security and emergency management-related requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. You should:
1. Inform the Contracting Officer (CO) in writing of any performance failure by the contractor.
 2. Inform the CO if you foresee that the contract will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
 3. Ensure that the government meets its contractual obligations to the contractor. This includes, but is not limited to, furnishing any government property and services specified in the contract, and providing timely government comment on or approval of draft contract deliverables as may be required by the contract.
 4. Inform the CO, in writing, of any necessary changes to the contract as applicable, giving a full explanation of the proposed changes. A written request must be processed through the CO to effect any changes in the scope of work, reporting requirements, or any other part of the contract. If the Contractor proposes a change, you are to obtain a written statement to that effect and forward that statement, along with your recommendations, to the CO. Your request should include the estimated

cost of any proposed increase or decrease in the scope of work and the availability of funds. You should ensure that changes in the scope of work, including delivery schedule, are issued by written contract modification by the CO before the contractor proceeds with the changes.

5. Issue technical direction within the limitations set forth in this designation and in accordance with the technical direction clause of the contract. Such technical direction shall be in writing with concurrence from the Primary COR. A copy of all technical direction sent to the contractor will be provided to the CO and the Primary COR.
6. Assist the Contractor in interpreting the technical requirements of the contract. Immediately report to the CO, in writing, all technical issues which cannot be resolved without increasing costs or changing the contract. Also, immediately report in writing, any issues that cannot be mutually agreed to so that the CO can take action to resolve the issues. Such reports must include the facts pertinent to the issues and the recommended action.
7. Inspect and accept all deliverables within the scope of the contract. Review contract deliverables for unauthorized work.
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10. Inform the CO of any potential for or evidence of organizational conflict of interest (OCI) problems. The definition of an OCI is a situation, wherein due to other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. Monitor Administrative and Funds Aspects of the Contract

1. Notify the CO immediately of any indication that the cost to the government for completing performance under the contract will exceed the amount stated in the contract, as applicable.
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6. If applicable, approve the annual update to the Detailed Work Plan (DWP).

C. Property Management (as applicable)

1. Review and comment on the contractor's request for government-furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.
2. When requested by the CO, review and comment on the contractor's request for consent to the purchase of supplies, materials, and equipment, that exceed contractor's purchase authority, and forward the request to the CO for disposition.
3. Review and comment on the contractor's lease-purchase analysis or make-buy decisions.
4. Review and comment on the contractor's submitted property management reports.

D. Assist in Close-out of Contract

1. Forward a written statement to the CO attesting to the contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated.
2. In accordance with DOE policies and procedures existing upon close-out, provide any required close-out information to the CO, and make disposition of all records and documents pertinent to the administration of the contract which you retained in your capacity as COR during the period of performance.

E. General

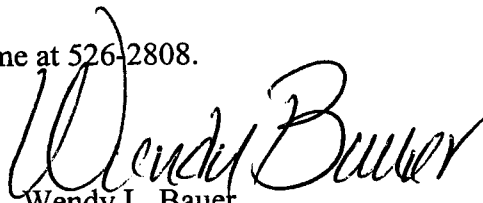
1. As a matter of practice, the COR should prepare a written record of meetings, trips, and telephone conversations relating to the contract. Each record and all correspondence relating to the contract should cite the contract number. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information. The attachment to this designation memo contains specific information regarding this function.

2. In performing these responsibilities, you are not authorized to re-delegate any COR responsibility to others; negotiate terms, or make any agreements or commitments with the contractor that involve a change in the scope, price/cost, terms, or conditions of the contract. Only the CO is authorized to modify any term or condition of the contract, or waive any requirement of the contract.
3. It is mandatory that the following statement be included in all written COR direction furnished to your contractor:

"If, in my capacity as a Contracting Officer's Representative (COR), I provide any direction that your company believes exceeds my COR authority, you are to immediately notify the Contracting Officer and request clarification prior to complying."

4. Unless rescinded earlier by the CO, this designation terminates upon closeout of the subject contract.

If you have any questions, please contact me at 526-2808.


Wendy L. Bauer
Contracting Officer
Site Services Division

Attachment

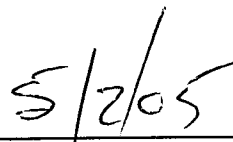
cc: Richard B. Provencher, Primary COR, MS 1222
Lisa A. Green, Backup COR, MS 1222
Paul B. Keele, Business COR, MS 1240

RECEIPT OF THIS CONTRACTING OFFICER'S REPRESENTATIVE DESIGNATION IS
HEREBY ACKNOWLEDGED:



Robert L. Green

Contract No. DE-AC07-99ID13727



Date

memorandum

Idaho Operations Office

Date: August 30, 2005

Subject: Contract No. DE-AC07-99ID13727 - Designation of Contracting Officer's Representative for the Advanced Mixed Waste Treatment Project (AS-SSD-AMWTP-05-022)

To: Guy A. Girard, Project Manager
Advanced Mixed Waste Treatment Project
Environmental Management
Idaho Operations Office, MS 4209

Pursuant to DOE O 541.1B, Appointment of Contracting Officers and Contracting Officer's Representatives, and in accordance with the technical direction clause contained in the subject contract, you are hereby designated to act as the Alternate Contracting Officer's Representative (COR) in relation to the supplies and/or services to be provided under the subject contract. It is expected that you will keep the Primary COR informed of actions taken under this contract. You must, therefore, familiarize yourself with the requirements of the contract and your responsibilities relative to these requirements. Your duties will consist of the following COR functions:

- A. Monitor Contract Compliance. Ensure that the contractor complies with all technical requirements of the work defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables. You should:
1. Inform the Contracting Officer (CO) in writing of any performance failure by the contractor.
 2. Inform the CO if you foresee that the contract will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
 3. Ensure that the government meets its contractual obligations to the contractor. This includes, but is not limited to, furnishing any government property and services specified in the contract, and providing timely government comment on or approval of draft contract deliverables as may be required by the contract.
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cost of any proposed increase or decrease in the scope of work and the availability of funds. You should ensure that changes in the scope of work, including delivery schedule, are issued by written contract modification by the CO before the contractor proceeds with the changes.

5. Issue technical direction within the limitations set forth in this designation and in accordance with the technical direction clause of the contract. Such technical direction shall be in writing. A copy of all technical direction sent to the contractor will be provided to the CO.
6. Assist the contractor in interpreting the technical requirements of the contract. Immediately report to the CO, in writing, all technical issues which cannot be resolved without increasing costs or changing the contract. Also, immediately report in writing, any issues that cannot be mutually agreed to so that the CO can take action to resolve the issues. Such reports must include the facts pertinent to the issues and the recommended action.
7. Inspect and accept all deliverables within the scope of the contract. Review contract deliverables for unauthorized work.
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9. Ensure that requirements and policies of FAR 37.104, Personal Services Contracts, are adhered to and that no employer-employee relationship between government and contractor employees is created.
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B. Monitor Administrative and Funds Aspects of the Contract

1. Notify the CO immediately of any indication that the cost to the government for completing performance under the contract will exceed the amount stated in the contract, as applicable.
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5. Review the appropriateness of fee or profit claimed.
6. If applicable, approve the annual update to the Detailed Work Plan (DWP).

C. Property Management (as applicable)

1. Review and comment on the contractor's request for government-furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.
2. When requested by the CO, review and comment on the contractor's request for consent to the purchase of supplies, materials, and equipment, that exceed contractor's purchase authority, and forward the request to the CO for disposition.
3. Review and comment on the contractor's lease-purchase analysis or make-buy decisions.
4. Review and comment on the Contractor's submitted property management reports.

D. Assist in Close-out of Contract

1. Forward a written statement to the CO attesting to the contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated.
2. In accordance with DOE policies and procedures existing upon closeout, provide any required closeout information to the CO, and make disposition of all records and documents pertinent to the administration of the contract which you retained in your capacity as COR during the period of performance.

E. General

1. As a matter of practice, the COR should prepare a written record of meetings, trips, and telephone conversations relating to the contract. Each record and all correspondence relating to the contract should cite the contract number. It is

August 30, 2005

requested that a copy of records or correspondence that you generate or receive relating to the contract be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information. The attachment to this designation memo contains specific information regarding this function.

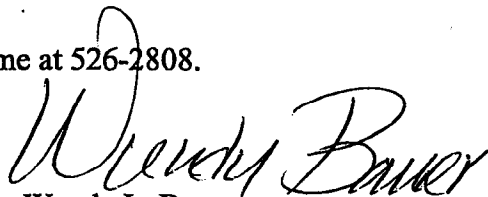
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4. Unless rescinded earlier by the CO, this designation terminates upon closeout of the subject contract.

If you have any questions, please contact me at 526-2808.




Wendy L. Bauer
Contracting Officer
Site Services Division

Attachment

cc: Richard B. Provencher, Primary ICP COR, MS 1222
Paul B. Keele, Business COR, MS 1240
Robert L. Green, Security & Emergency Mgmt COR, MS 1170

RECEIPT OF THIS CONTRACTING OFFICER'S REPRESENTATIVE DESIGNATION IS
HEREBY ACKNOWLEDGED:



Guy A. Girard

8/30/05
Date

Contract No. DE-AC07-99ID13727

Attachment

Memorandums for the Record Instruction

Recently, due to the added emphasis on the Contracting Officer's Representative (COR) Program, some questions have arisen concerning the level of documentation that CORs are required to maintain. Designation letters state "As a matter of practice, the COR shall prepare Memorandums for the Record (MFR) of all meetings, trips, and telephone conversations relating to the contracts."

The need to create a MFR of a meeting, trip, or telephone conversation, will depend upon the significance of the issues discussed. If personal and/or general information were exchanged which raises no contractual issues, formal documentation would normally not be required. If, on the other hand, issues are raised which the COR sees as contractually important, the COR should document the meeting and issues. Examples of issues that are contractually important are discussions/meetings relating to interpretations of existing contract terms or conditions, the statement of work, performance, fee, waiver of requirements, or the need to change any contract term, condition, incentive, or statement of work. These should always be documented.

Remember, many contractor claims or disputes arise a significant time after the event in question took place, at which time the government must be able to provide accurate and factual information to support its position. Written notes provide a complete recollection of events and are looked upon more favorably by the courts than memory alone. A good rule of thumb is that if in doubt, write the MFR.